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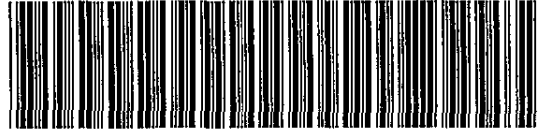
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

3/11/04  
merger  
sf

**STACY L. SHERMAN, P. A.**

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Attorney At Law  
P.O. Box 101578  
Cape Coral, Florida 33910  
Telephone: (239)338-6767:: Facsimile: (239)549-4247  
Email: [shermanlawfirm@earthlink.net](mailto:shermanlawfirm@earthlink.net)

February 25, 2004

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

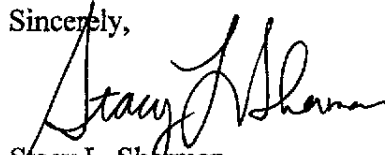
Re: F and J Sanford, Inc.

Dear Ladies and Gentlemen:

Enclosed are the Articles of Merger dated October 29, 2003, along with the filing fee of \$70.00. Please return all correspondence regarding this matter to: P. O. Box 101578, Cape Coral, Florida 33910.

If you should have any questions, please call (239)910-3036. Thank you.

Sincerely,



Stacy L. Sherman  
Enclosure as stated

ARTICLES OF MERGER  
OF  
TROPICAL RESORT SERVICES, INC., a Florida corporation,  
INTO  
F AND J SANFORD, INC., a Florida corporation

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between F and J Sanford, Inc., a Florida corporation, and Tropical Resort Services, Inc. a Florida corporation.

Pursuant to Florida Statute Section 607.1105 of the Florida Business Corporation Act (the "ACT") F and J Sanford, Inc. and Tropical Resort Services, Inc. adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated July 31, 2003, between F and J Sanford, Inc. and Tropical Resort Services, Inc. was approved by the shareholder of F and J Sanford, Inc. on July 31, 2003 and was adopted by the shareholders of Tropical Resort Services, Inc. on July 31, 2003.
2. Pursuant to the Plan of Merger all issued and outstanding shares of Tropical Resort Services, Inc.'s stock will be acquired by means of a merger of Tropical Resort Services, Inc. with F and J Sanford, Inc., the surviving corporation.
3. A copy of the Plan of Merger is attached as Exhibit A and incorporated as if fully set forth herein.
4. Pursuant to Florida Statute Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 09<sup>th</sup> day of October, 2003.

Judy L. Sanford  
Witness as to Dennis J. Perkins

TROPICAL RESORT SERVICES, INC.

By: Dennis J. Perkins  
Dennis J. Perkins, President

Judy L. Sanford  
Witness as to Patricia B. Perkins

TROPICAL RESORT SERVICES, INC.

By: Patricia B. Perkins  
Patricia B. Perkins, Vice President

Judy L. Sanford  
Witness as to Frank E. Sanford

F AND J SANFORD, INC.

By: Frank E. Sanford  
Frank E. Sanford, President

14. **ENTIRE AGREEMENT.** This Agreement, together with any other documents referred to herein or delivered pursuant hereto that form a part hereof, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties or either of them with respect to the subject matter hereof.

15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

16. **EFFECTIVE TIME.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement will be deemed to be effective for all accounting, tax and other purposes as of 12:00 a.m. on August 1, 2003 (such date and time, the "EFFECTIVE TIME").

17. **CLOSING DATE, TIME AND PLACE.** The Closing date, time and place shall be determined as Seller and Buyer may mutually agree. Closing shall be consummated by the execution and acknowledgement of the Buyer and Seller of Articles of Merger in accordance with Florida Statutes Chapter 607 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State after the consummation of closing. The Articles of Merger shall specify the effective date and time of the Merger.

18. **CONFIDENTIALITY.** The parties agree that due to the nature of the Agreement and Merger of the Seller's business both parties shall maintain confidential all of the following, including but not limited to, discussions of the merger, terms of this Agreement and Seller's assets.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 31<sup>st</sup>  
day of July, 2003.

TROPICAL RESORT SERVICES, INC.

Judy L. Sanford  
Witness as to Dennis J. Perkins

By: Dennis J. Perkins  
Dennis J. Perkins, President

TROPICAL RESORT SERVICES, INC.

Judy L. Sanford  
Witness as to Patricia B. Perkins

By: Patricia B. Perkins  
Patricia B. Perkins, Vice President

F AND J SANFORD, INC.

Judy L. Sanford  
Witness as to Frank E. Sanford

By: Frank E. Sanford  
Frank E. Sanford, President

## MERGER AGREEMENT

AGREEMENT (this "AGREEMENT"), dated as of the 31<sup>st</sup> day of July, 2003, between F AND J SANFORD, INC. ("BUYER"), a Florida corporation with its principal place of business at 15560-7 McGregor Boulevard, Fort Myers, Florida 33908 and TROPICAL RESORT SERVICES, INC. ("SELLER"), a Florida corporation with its principal place of business at 15630 McGregor Boulevard, Suite 105, Fort Myers, Florida 33908. This Merger is being effected pursuant to this Plan of Merger in accordance with Florida Statutes Sections 607.1101, et seq. of the Florida Business Corporation Act ("ACT").

### RECITALS

A. Seller is engaged in the business of residential air conditioning installation and repair (the "BUSINESS").

B. The parties desire that Seller, the disappearing corporation, be merged into Buyer, the surviving corporation, as more particularly set forth herein.

C. The Board of Directors of each of the parties to this Agreement has determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and shareholders and have recommended to their respective shareholders that the proposed transaction be consummated.

D. The Merger shall be consummated pursuant to and in agreement with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

#### 1. PLAN OF MERGER.

(a) The Articles of Incorporation of the Buyer, as previously amended and in effect immediately before the effective date of the merger shall, without any changes, be the Articles of Incorporation of the Buyer from and after the effective date until further amended as permitted by law.

(b) If at any time after the effective date Buyer shall determine any conveyances, agreements, documents, instruments, and assurances or any other further action is necessary or desirable to carry out the provisions of this plan, the appropriate officers of Buyer shall execute and deliver, on the request of Buyer, all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Buyer, or to otherwise carryout the provisions of this plan.

(c) Upon the closing, as provided in this Agreement, of which this Plan of Merger is a part, Buyer and Seller shall cause their respective President or Vice President to execute Articles of Merger and upon such execution this plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by the Buyer to the Florida Secretary of State. In accordance with Florida Statutes Section 607.1105 of the Act, the Articles of Merger shall specify the effective date which shall be the filing date of the Articles of Merger.

(e) Any terms or conditions of this plan may be waived at any time by one of the parties entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the respective parties by an agreement in writing executed in the same manner, or at any time thereafter as long as such change is in accordance with Section 607.1103 of the Act.

(f) At any time before the effective date, this plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both parties, notwithstanding favorable action by the shareholders of the parties.

## 2. PRICE AND PAYMENT.

(a) Upon the effective date, each share of the Seller's common stock that shall be issued and outstanding at the time shall without more be converted into and exchanged for an aggregate amount of \$125,000.00, (the "CONSIDERATION"), which will be paid in equal monthly payments with 5% interest and no money down as described on the attached amortization sheet, **Attachment 5**, attached hereto and incorporated herein, in accordance with this plan. Each share of Buyer's stock that is issued and outstanding on the effective date shall continue as outstanding shares of Buyer's stock.

(b) All shares of Buyer's stock into which shares of Seller's stock have been converted and become exchangeable under this plan shall be deemed to have been paid in full satisfaction of such converted shares.

(c) Fractional shares of Buyer's stock will not be issued. Fractional shares of Seller's stock were not issued.

(d) On the effective date, the separate existence of Seller shall cease and Buyer shall be fully vested in Seller's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, as more particularly set forth in Section 607.1106 of the Act and as set forth in **Attachments 1, 2, 3 and 4**, attached hereto and incorporated herein.

(e) On and after the date of this Agreement, Seller will discontinue all use of the names Tropical Resort Services, Inc. for any services or products.

## 3. CONTINGENCIES. The completion of this Agreement by Buyer is dependent upon all of the following contingencies:

(a) Seller shall provide the last two years of business tax returns;

(b) Seller shall provide the most recent 12 months of financial statements for the business;

(c) Buyer to obtain reasonable financing within one year of the date of closing for the Loan held by Colonial Bank (#34-000-000-8030324662-00000001-000-99) currently owed by Seller, the principal balance due being \$142,272.98; and

(d) Review and approval of merger by Buyer's attorney. Approval by attorney will not be unreasonably withheld.

4. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer as follows:

(a) The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power to own, lease and operate all of the property owned, leased or operated by it in connection with the conduct of the Business and to carry on the operations of the Business as now being conducted.

(b) The Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, lease or operated by it in connection with the conduct of the Business or the nature of the business conducted by it relating to the Business makes such licensing or qualification necessary.

(c) The Seller has all requisite power and authority to execute and deliver this Agreement and those other agreements and instruments required to be executed or delivered under this Agreement, and to perform its obligations hereunder, and this Agreement has been duly executed and delivered by the Seller and constitutes, assuming due authorization, execution and delivery of this Agreement by Buyer, and any other agreements to be executed and delivered by Buyer pursuant hereto, when fully executed and delivered, will constitute, a valid and binding obligation of the Seller enforceable against it in accordance with their terms, except to the extent that enforcement thereof may be subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and similar laws now or hereafter affecting creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

(d) Neither the execution nor delivery by the Seller of this Agreement nor the performance by the Seller of its obligations hereunder will (i) conflict with or result in any breach of any provision of the Articles of Incorporation or Bylaws of the Seller; (ii) result in (with or without the giving of notice or lapse of time or both) a material violation or breach of, or constitute a default or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any indebtedness, license, lease or contract or similar instrument or obligation to which the Seller, or by which any of the assets, may be bound; or (iii) violate any order, injunction, decree, statute, rule or regulation of any federal, state, local or foreign governmental entity or municipality or subdivision thereof or court, tribunal, commission, board, bureau, agency or legislative, executive, governmental or regulatory authority or agency (a "GOVERNMENTAL AUTHORITY") to which the Seller or the Business is subject.

(e) The Seller owns the shares of Tropical Resort Services, Inc. and has and will deliver to Buyer, good, valid and marketable title to, all of the shares, in each case, free and clear of all mortgages, pledges, security interests, liens (including tax liens), charges, options or other encumbrances of any nature whatsoever (collectively, "LIENS").

5. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to as follows:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Florida.

(b) Buyer has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and constitutes, assuming due authorization, execution and delivery of this Agreement by



Seller and any other agreements to be executed by Seller pursuant hereto, when fully executed and delivered, will constitute a valid and binding obligation of Buyer, enforceable against Buyer in accordance with their terms, except to the extent that enforcement thereof may be subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and similar laws now or hereafter affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

(c) Neither the execution and delivery by Buyer of this nor the performance by Buyer of its obligations hereunder will (i) conflict with or result in any breach of any provision of the Articles of Incorporation or By Laws of Buyer or (ii) violate any order, injunction, decree, statute, rule or regulation of any Governmental Authority to which Buyer is subject.

## 6. INDEMNIFICATION.

(a) The representations and warranties of the parties contained herein or in any signed writing delivered in connection with this Agreement will survive for a period of 5 years after the execution of this Agreement.

(b) Seller will indemnify Buyer and its employees, officers, directors, agents and representatives, in their capacities as such, and the successors, heirs and personal representatives of any of them (collectively, the "BUYER INDEMNIFIED PARTIES") against and hold them harmless from any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses) (collectively "LOSS") incurred or suffered by any Buyer Indemnified Party arising out of or relating to (i) any breach of any representation, warranty, covenant or other agreement of Seller contained herein, (ii) any Retained Liabilities, (iii) any Retained Taxes or (iv) any alleged, claimed or established negligence or breach of Seller (or any of its affiliates or predecessors or any of the respective officers, directors, agents, consultants or employees of Seller or any of its affiliates or predecessors) with respect to the performance by such parties of services, Contracts, agreements, policies or similar undertakings on or prior to the execution of this Agreement.

(c) Buyer will indemnify Seller and its employees, officers, directors, agents and representatives, in their respective capacities as such, and the successors, heirs and personal representatives of any of them (collectively, the "SELLER INDEMNIFIED PARTIES") against and hold them harmless from any and all Loss incurred or suffered by any Seller Indemnified Party arising out of or relating to (i) any breach of any representation, warranty, covenant or other agreement of Buyer contained herein or (ii) any Assumed Liabilities.

(d) A Person seeking indemnification pursuant to Sections 5(b) and 5(c) (an "INDEMNIFIED PARTY") with respect to a claim, action or proceeding by a Person who is not a Buyer Indemnified Party or a Seller Indemnified Party will give prompt written notice to the party from whom such indemnification is sought (the "INDEMNIFYING PARTY") of the assertion of any claim, or the commencement of any action or proceeding, in respect of which indemnity may be sought hereunder; provided that the failure to give such notice will not affect the Indemnified Party's rights to indemnification hereunder, unless such failure would prejudice in any material respect the Indemnifying Party's ability to defend such claim, action or proceeding. The Indemnifying Party will have the right to assume the defense of any such action or proceeding at its expense, provided that (x) in the reasonable judgment of the Indemnified Party, the Indemnifying Party has adequate resources to undertake such defense and satisfy any indemnifiable Loss arising from such action or proceeding and (y) the selection of counsel is

approved by the Indemnified Party (which approval will not be unreasonably withheld or delayed). If the Indemnified Party so determines that the Indemnifying Party does not have adequate resources, or the Indemnifying Party does not elect to assume the defense of any such action or proceeding, or fails to make such an election within 20 days after it receives such notice pursuant to the first sentence of this Section 5(d), the Indemnified Party may assume such defense at the expense of the Indemnifying Party. The Indemnified Party will have the right to participate in (but not control) the defense of an action or proceeding defended by the Indemnifying Party hereunder and to retain its own counsel in connection with such action or proceeding, but the fees and expenses of such counsel will be at the Indemnified Party's expense unless (i) the Indemnifying Party and the Indemnified Party have mutually agreed in writing to the retention of such counsel or (ii) the named parties in any such action or proceeding (including impleaded parties) include the Indemnifying Party and the Indemnified Party, and representation of the Indemnifying Party and the Indemnified Party by the same counsel would create a conflict, provided that, unless otherwise agreed by the Indemnifying Party, if the Indemnifying Party is obligated to pay the fees and expenses of such counsel, the Indemnifying Party will be obligated to pay only the fees and expenses associated with one attorney or law firm, as applicable, for the Indemnified Party. An Indemnifying Party will not be liable under Sections 5(b) or 5(c) for any settlement effected without its written consent, which consent will not be unreasonably withheld or delayed, of any claim, action or proceeding in respect of which indemnity may be sought hereunder.

7. **FURTHER ASSURANCES BY SELLER.** Seller will execute such additional documents as Buyer may reasonably request to vest or confirm the vesting in Buyer of all of the Assets and title thereto.

8. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by Seller and Buyer.

9. **FEES AND EXPENSES.** All fees and expenses incurred in connection with this Agreement and the transactions contemplated by this will be paid by the party incurring such fees or expenses, whether or not the transactions contemplated hereby are consummated.

10. **SELLER'S KNOWLEDGE.** All references to the "Seller's knowledge" or to words of similar import will be deemed to be references to the actual knowledge of one or more of the officers or directors of Seller.

11. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law rules, principles or provisions of such state or of any other state. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or district court located in the State of Florida, and each party hereby consents to such jurisdiction. Each party agrees not to raise and waives any objection to or defense based on the venue of any such court or forum non conveniens.

12. **CONVENANTS NOT TO COMPETE, SOLICIT OR DISPARAGE.**

(a) For the period of five years after the Closing Date ("Time Covenant") Seller covenants that it shall not, either individually or as a partner, joint venturer, consultant, shareholder, member or representative of another Person or otherwise, directly or indirectly, participate in, engage in, or have a financial or management interest in, or assist any other Person in any business operation or any enterprise if such business operation or enterprise engages, or would engage, in the

Business anywhere in Lee County, Florida, provided, however, that the foregoing shall not prohibit Seller from owning up to five percent (5%) of a publicly traded company.

(b) During the Time Covenant, the Seller shall not, directly or indirectly, whether for its own account or for the account of any Person (other than Buyer) that is in competition with Buyer (A) solicit, recruit, hire, engage in any activity that would cause any Person who is as of the Closing Date, or was during the 12 months prior to the Closing Date, employed by Seller to violate any agreement with Buyer, endeavor to entice away any such Person from Buyer, interfere with the relationship of Buyer with such Person or induce any such Person to reject any employment offer by Buyer or (B) solicit, entice or induce any Person who is, or was a Customer or Supplier to (i) become a Customer or Supplier of any other Person engaged in any business activity that competes with the Business, (ii) cease doing business with Buyer or (iii) otherwise interfere with the relationship of Buyer with any such person, team, Customer or Supplier. For purposes of this Section 12, a "Customer" means any Person which has been during the 12-month period prior to the Closing Date a customer, distributor or agent of Seller or shall have been contacted by Seller in the six-month period prior to the Closing for the purpose of soliciting it to become a customer, distributor or agent of Seller; and a "Supplier" means any Person which has been during the 12-month period prior to the Closing Date a supplier, vendor, manufacturer or developer of Seller for any product or service or significant component used in any product or service. Seller covenants that it will not, directly or indirectly, in any capacity whatsoever, make any statement, written or oral, or perform any other act or omission that is intended to be materially detrimental to the goodwill of the business of Seller, except as compelled by judicial or administrative process.

(c) If, during the Time Covenant, Seller, subject to the aforementioned restrictions, is not in compliance with such restrictions, then Buyer shall be entitled, among other remedies, to compliance by the breaching Seller with the terms of such provisions for an additional number of days that equals the number of days during which such noncompliance occurred.

(d) The parties hereby agree that all restrictions and agreements contained in this Section 12, including, without limitation, those relating to the Time Covenant, are necessary and fundamental to the protection of the Business and any objections or reservations to such restrictions or agreements are hereby waived. Seller hereby agrees that the remedy at law for any breach of this Agreement will be inadequate, and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, the parties agree that upon any Seller's breach of this Section 12, Buyer shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened further breach. Nothing in this Agreement shall be deemed to limit Buyer's remedies at law or in equity for any breach by the Seller of any of the provisions of this Agreement that may be pursued by or made available to Buyer.

(e) Each of the foregoing agreements and covenants is in addition to any other similar agreement and covenant contained in any other document entered into in connection herewith and is not intended in any way, form or fashion to limit the applicability of such other agreement or covenant.

13. SECTION HEADINGS. Section headings are for convenient reference only and will not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.